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Counterclaimants and Fourth Party Plaintiffs
DACA-Castaic, LLC and Debt Acquisition
Company of America V, LLC

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

THE RICHARD AND SHEILA J.
McKNIGHT 2000 FAMILY TRUST,
Richard McKnight, Trustee

Plaintiff

v.

WILLIAM J. BARKETT, an individual,
CASTAIC III PARTNERS, LLC
a California limited liability company

Defendants

AND RELATED INTERVENOR
ACTIONS, THIRD PARTY ACTIONS
AND COUNTERCLAIMS

Case No. 2:10-cv-01617-RCJ

RATIFICATION OF REAL PARTY
IN INTEREST AND ORDER
AUTHORIZING CERTAIN DIRECT
LENDERS TO PROCEED ON
GUARANTY CLAIMS

1 1. DACA-Castaic, LLC (“DACA”) has been determined by this Court ‘s
2 Judgment to be the real party in interest as to those claims based upon the written
3 Guaranties of William Barkett, which Guaranties were assigned by operation of law to
4 DACA by those Direct Lenders who affirmatively voted to approve the Purchase
5 Agreement referred to the Judgment (the “Guaranty Claims”).

6 2. DACA wishes to authorize those affected Direct Lenders to continue
7 prosecuting the Guaranty Claims, pursuant to Federal Rule of Civil Procedure
8 17(a)(3) which provides as follows:

9 (3) *Joinder of the Real Party in Interest.* The court may not dismiss an
10 action for failure to prosecute in the name of the real party in interest until, after
11 an objection, a reasonable time has been allowed for the real party in interest to
12 ratify, join, or be substituted into the action. After ratification, joinder, or
substitution, the action proceeds as if it had been originally commenced by the
real party in interest.

13 DACA hereby ratifies and authorizes the affected Direct Lenders to pursue the
14 Guaranty claims, as authorized pursuant to Federal Rule of Civil Procedure 17(a)(3).

15 DATE: July 13, 2015

KIRBY & McGUINN, A P.C.

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18 By: /s/ Dean T. Kirby, Jr.
Dean T. Kirby, Jr.

19 Attorneys for Third Party Defendants and
20 Counterclaimants and Fourth Party Plaintiffs
DACA-Castaic, LLC and Debt Acquisition
Company of America V, LLC

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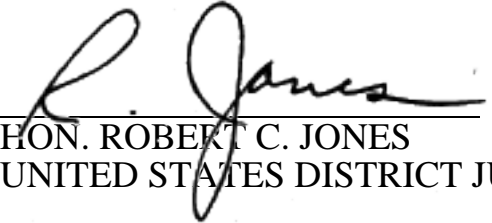
ORDER

1. As to those certain claims based on the written guaranty(ies) of Defendant William Barkett, which were assigned to DACA-Castaic, LLC ("DACA") by those Direct Lenders who affirmatively voted to accept the Purchase Agreement (the "Guaranty Claims"), the Court has determined that DACA is the real party in interest as to such claims.

2. The Guaranty Claims referred to in paragraph 1 above are currently being prosecuted in the names of those Direct Lenders identified in paragraph 1. As stated above, DACA has ratified and authorized those Direct Lenders to continue and complete the prosecution of those Guaranty Claims pursuant to Federal Rule of Civil Procedure 17(a)(3).

3. Accordingly, those Direct Lenders who affirmatively voted to accept the Purchase Agreement with DACA are permitted to continue to prosecute the Guaranty Claims in their own names.

Dated: August 25, 2015.


HON. ROBERT C. JONES
UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM AND
CONTENT

LAW OFFICE OF LISA RASMUSSEN

By: /s/ Lisa A. Rasmussen
Lisa A. Rasmussen
Counsel for Rasmussen
Direct Lenders

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